

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization for the Chairman to Execute a Local Agency Program Supplemental Agreement Number 4 with the Florida Department of Transportation for the Design of State Road 46 Gateway Sidewalks (FDOT - FPN: 417484-1-38-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: David Martin

EXT: 5610

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Supplemental Agreement Number 4 with the Florida Department of Transportation (FDOT) relating to reimbursement funding for the design of State Road 46 Gateway Sidewalks (Rinehart Road to Airport Boulevard). (FDOT ~ FPN: 417484-1-38-01)

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

Seminole County entered into a Local Agency Program Agreement for the State Road 46 Gateway Sidewalks Project (Capital Improvement Project Number 00255801) in August 2005. The project consists of designing approximately 2.0 miles of sidewalk along State Road 46 from Rinehart Road to Airport Boulevard. The project will provide, adjacent to State Road 46, a 10-foot sidewalk on the north side (where possible) and a 5-foot sidewalk on the south side (where possible).

Supplemental Agreement 4 is being requested to increase the project design costs from \$400,000 to \$662,239. This increase is necessary to cover additional costs anticipated due to FDOT accepting the maintenance responsibility for the sidewalks to be constructed adjacent to State Road 46. To accept the maintenance responsibilities, FDOT is requiring additional design elements (e.g., surveys, right-of-way maps, roadway and drainage design analysis, and roadway plans) be accomplished. Following completion of the design, FDOT will enter into a separate Local Agency Program Agreement to cover construction of this project; presently estimated at \$3,128,000.

A Budget Amendment Request (BAR) to recognize and allocate an additional \$272,239 for design of this project is being processed concurrently with this item and will be on the Department of Fiscal Services' agenda. The County will be reimbursed by FDOT for these additional costs.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the Resolution and authorize the Chairman to execute a Local Agency Program Supplemental Agreement Number 4 with the Florida Department of Transportation relating to reimbursement funding for the design of State Road 46 Gateway Sidewalks (Rinehart Road to Airport Boulevard). (FDOT ~ FPN: 417484-1-38-01)

ATTACHMENTS:

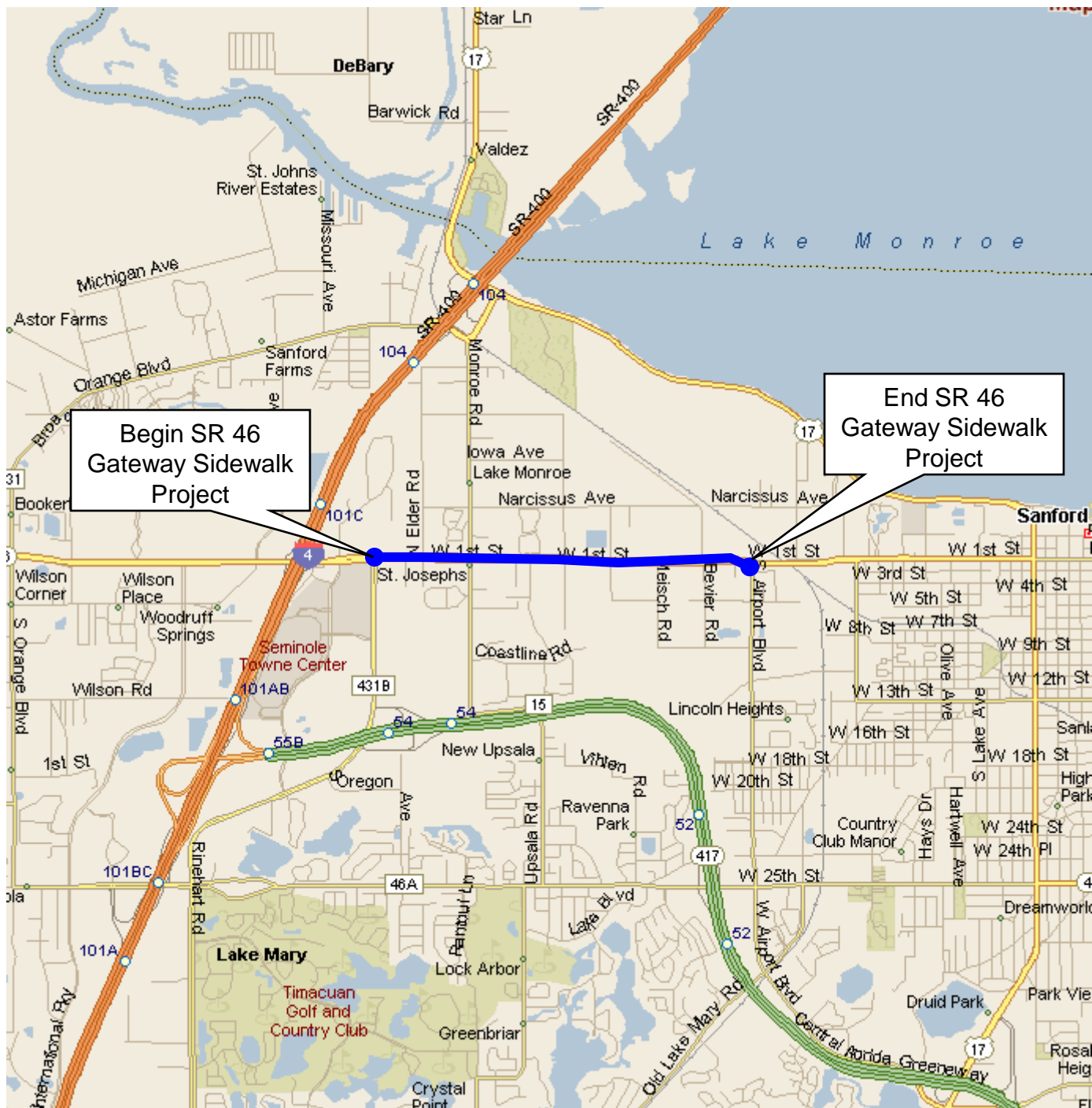
1. Location Map - State Road 46 Gateway Sidewalks
2. Resolution - LAP Supplemental 4 - State Road 46 Gateway Sidewalks
3. LAP Supplemental 4 - State Road 46 Gateway Sidewalks
4. LAP Supplemental 3 - SR 46 Gateway Sidewalks
5. LAP Supplemental 2 - SR 46 Gateway Sidewalks
6. LAP Supplemental 1 - SR 46 Gateway Sidewalks
7. LAP Agreement - SR 46 Gateway Sidewalks

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)
- ☒ Grant Review (Jennifer Bero, Lisa Spriggs)

S.R. 46 Gateway Sidewalk Project

PROJECT LOCATION MAP



RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 8th DAY OF DECEMBER, 2009.**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the design phase for the State Road 46 Gateway Sidewalks Project from Rinehart Road and Airport Boulevard; and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation Local Agency Program Supplemental Agreement Number 4 for the aforementioned project. (FDOT ~ FPN: 417484-1-38-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Supplemental Agreement Number 4 for the aforementioned project. (FDOT ~ FPN: 417484-1-38-01).

ADOPTED THIS 8th DAY OF DECEMBER, 2009.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

_____, Chairman

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 417484-1-38-01 CONTRACT NO. AO 857
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The SEMINOLE COUNTY desires to supplement the original Agreement entered into and executed on December 6, 2005 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SR 46 Gateway Sidewalks Length ~ 2.0 Miles

Termini from Rinehart Road to Airport Boulevard

Description of Work:

Design of 10-foot wide sidewalks on the north side of SR 46 and 5-foot wide sidewalks on the south side of SR 46.

Reason for Supplement:

To increase funding due to additional costs required for the Department to accept maintenance responsibility for the SR 46 sidewalk. To accept maintenance responsibilities, the FDOT is requiring additional design elements, such as additional survey and right-of-way maps, negotiations for right-of-way, roadway and drainage design, drainage design analysis, roadway analysis, and roadway plans.

To extend LAP Agreement expiration date to December 31, 2010.

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 417484-1-38-01 CONTRACT NO. AO 857
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2007-2008 2008-2009 2009-2010 2010-2011 Total Planning Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Design 2005-2007 2008-2009 2009-2010 2010-2011 Total Design Cost	\$400,000.00 _____ _____ _____ \$400,000.00	_____ _____ \$262,239.00 _____ \$262,239.00	_____ _____ \$662,239.00 _____ \$662,239.00	_____ _____ _____ _____ \$0.00	_____ _____ \$662,239.00 _____ \$662,239.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Construction 2007-2008 2008-2009 2009-2010 2010-2011 Total Construction Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Total Construction & CEI Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST OF THE PROJECT	\$400,000.00	\$262,239.00	\$662,239.00	\$0.00	\$662,239.00

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 417484-1-38-01 CONTRACT NO. AO 857
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SEE Page 3A of 3A

By: _____
Name:
Title:

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Name:
Title:

Attest: _____
Name: Kerry Marches
Title: Administrative Assistant

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 417484-1-38-01 CONTRACT NO. AO 857
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ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

_____, **Chairman**

MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

For Use and Reliance of Seminole County Only.
Approved as to Legal Form and Sufficiency.

County Attorney

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 8th DAY OF MAY, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the design of the State Road 46 Gateway Sidewalks from Rinehart Road to Airport Boulevard, with a ten (10') foot sidewalk along the north side and five (5') foot sidewalk along the south side of State Road 46; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation Supplement Number 3 to the Supplemental Local Agency Program Agreement for the aforementioned project, FPN 417484-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation Supplement Number 3 to the Local Agency Program Agreement for the aforementioned project, FPN 417484-1-38-01.

ADOPTED THIS 8th DAY OF May, 2007.

ATTESTED
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY


Carlton D. Henley, Chairman

BK0347 PG0138

SUPPLEMENT NO.: 3	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT SUPPLEMENTAL AGREEMENT	FPN: 417484-1-00-01
		CONTRACT NO.: AO 887

PROJECT DESCRIPTION

Seminole County desires to supplement the Agreement entered into and executed on December 6, 2005, as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: SR 46 Gateway Sidewalks Length: ~ 2.0 Miles

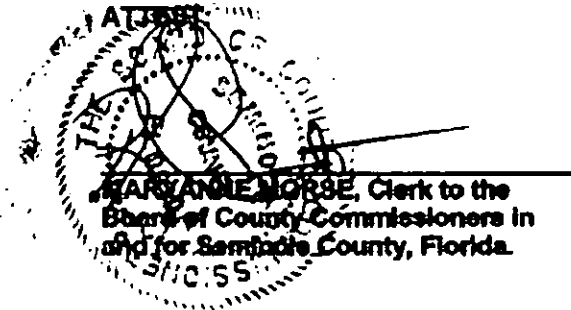
Termin: Binehart Road to Airport Boulevard

Description of Work: Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on the south side of SR 46.

Reason for Supplement: To increase funding for design.

TYPE OF WORK	FUNDING				
	(1) PREVIOUS PROJECT TOTAL FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT PROJECT TOTAL FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL FEDERAL AND STATE FUNDS
P.E. a. Agency Work	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	—	\$ 400,000.00
b. Other					
c. Department Services					
d. Total PE Cost (a+b+c)	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	—	\$ 400,000.00
Right-of-Way					
e. Agency Work					
f. Other					
g. Department Services					
h. Total RAW Cost (e+f+g)					
Construction					
i. Contract					
j. Other					
k. Other					
l. Other					
m. Total Contract Costs (i+j+k+l)					
Construction Engineering					
n. Agency					
o. Other					
p. Department Forces					
q. Total Construction Engineering (n+o+p)					
r. Total Construction Cost (m+q)					
s. TOTAL COST OF PROJECT (d+h+r)	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	—	\$ 400,000.00

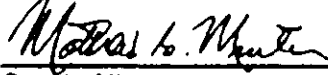
BX0347P60139



**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**


Carlton D. Henley, Chairman

Approved as to form and legal sufficiency.


County Attorney

SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT

STATE ROAD 46 GATEWAY SIDEWALKS

BK0347 PG0140

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: *[Signature]*
Name: Robert K. Wall
Title: Director of Transportation Support, District 6

Attest: _____
Title: _____

Attest: *[Signature]*
Title: Administrative Assistant

Date: _____

Date: 5/31/07

As to form:

As to form:

Attorney

[Signature]
District Attorney

0K0347 PG014:1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #A0857 Contract Type: AH Method of Procurement: G
Vendor Name: SEMINOLE CNTY PU
Vendor ID: VF596000856065
Beginning date of this Agmt: 12/06/05
Ending date of this Agmt: 09/30/07
Contract Total/Budgetary Ceiling: ct = \$400,000.00

Description: Design of sidewalks along SR 46

ORG-CODE (FISCAL YEAR)	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*PCT	*CFDA
AMENDMENT ID		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
		*REQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		

Action: SUPPLEMENTAL Funds have been: APPROVED

55 053010541	*PD	*790089	*	200000.00	*41748413801	*215	*20.205
2007		*55100100			*088849/07		
S001		*00	*	3	*0002/04		

TOTAL AMOUNT: *\$ 200,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/03/2007

BK0347PG0142

RESOLUTION NO. 2006 - R - 100

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, ON THE 25th DAY OF April, A.D., 2006.


WHEREAS, the State of Florida Department of Transportation and Seminole County
desire to facilitate the design of sidewalks along State Road 46; and

WHEREAS, The State of Florida Department of Transportation has requested
Seminole County to execute and deliver to the State of Florida Department of Transportation
a Supplemental Local Agency Program Agreement for the State Road 46 Gateway Sidewalk
Design Project, FPN No. 417484-1-38-01.

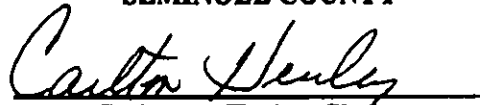
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners
of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and
deliver to the State of Florida Department of Transportation the Supplemental Local Agency
Program Agreement for the aforementioned project, FPN No. 417484-1-38-01.

ADOPTED THIS 25th DAY OF April, A. D., 2006.

ATTEST:


MAR WANCE MOORE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY


Carlton D. Henley, Chairman

334PG1626

SUPPLEMENT NO.: 2	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT SUPPLEMENTAL AGREEMENT	FPN: 417484-1-38-01 CONTRACT NO.: AO 857
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PROJECT DESCRIPTION

Seminole County desires to supplement the Agreement entered into and executed on December 8, 2005, as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: SR 46 Gateway Sidewalks Length: ~ 2.0 Miles

Termini: Rinehart Road to Airport Boulevard

Description of Work: Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on the south side of SR 46.

Reason for Supplement: To reduce the termini limits as requested by the Seminole County Engineering Department. There is no change in the funding for this project.

TYPE OF WORK	FUNDING				
	(1) PREVIOUS PROJECT TOTAL FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT PROJECT TOTAL FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL FEDERAL AND STATE FUNDS
P.E. a. Agency Work	\$ 200,000.00	—	\$ 200,000.00	—	\$ 200,000.00
b. Other					
c. Department Services					
d. Total PE Cost (a+b+c)	\$ 200,000.00	—	\$ 200,000.00	—	\$ 200,000.00
Right-of-Way					
e. Agency Work					
f. Other					
g. Department Services					
h. Total R/W Cost (e+f+g)					
Construction					
i. Contract					
j. Other					
k. Other					
l. Other					
m. Total Contract Costs (i+j+k+l)					
Construction Engineering					
n. Agency					
o. Other					
p. Department Forces					
q. Total Construction Engineering (n+o+p)					
r. Total Construction Cost (m+q)					
s. TOTAL COST OF PROJECT (d+h+r)	\$ 200,000.00	—	\$ 200,000.00	—	\$ 200,000.00

EX 334 PG 1627

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: *Bill K. Wall*
Name: Bill K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: _____

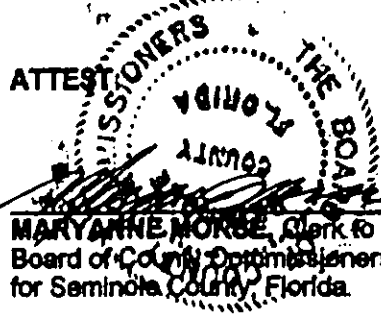
Attest: *Kerry Marchese*
Title: Administrative Assistant

Date: _____

Date: 5-9-06

As to form: _____
Attorney

As to form: *[Signature]*
District Attorney



For the use and reliance of Seminole County only. Approved as to legal sufficiency for Seminole County, Florida


County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY


CARLTON HENLEY, Chairman

As authorized for execution by the Board of County Commissioners at their regular meeting of April 16, 2008.

Supplemental Local Agency Program (LAP) Agreement with FDOT for the design of the State Road 46 Gateway Sidewalks (FPN No. 417484-1-38-01)

SUPPLEMENT NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	FPN 417484-1-38-01
DUNS NO. 80-639-7102	SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT	CONTRACT NO. AO 857

PROJECT DESCRIPTION

Seminole County desires to supplement the Agreement entered into and executed on December 6, 2006 as identified above. All provisions in the basic Agreement and supplements, if any, remain in effect except as expressly modified by this Supplement. The changes to the Agreement and supplements, if any, are described as follows:

Name SR 46 Gateway Sidewalks Length 2.198 miles

Terminal from Towne Center Boulevard to Airport Boulevard

Description of Work: Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on south side of SR 46 from Towne Center Boulevard to Airport Boulevard.

Reason for Supplement: To amend Section 6.04 Audit Reports per the attached "Single Audit Language Updates," with the exception of any reference to "Part II: State Funded" and "Exhibit 1: State Resources." There is no change in project funding.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: [Signature]
Name: Robert K. Wall
Title: Director of Transportation Support

Attest: _____
Title: _____

Attest: [Signature]
Title: Administrative Assistant

Date: _____

Date: 5-9-06

As to form: _____
Attorney

As to form: [Signature]
District Attorney

334PG1620



ATTEST: MARYANNE ROUSE, Clerk to the
Board of County Commissioners in and
for Seminole County, Florida.

For the use and reliance of Seminole
County only. Approved as to legal
sufficiency for Seminole County, Florida

Adrienne D. [Signature]
County Attorney

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Carlton Henley
CARLTON HENLEY, Chairman

As authorized for execution by the
Board of County Commissioners at their
regular meeting of April 25,
2008.

Supplemental Local Agency Program (LAP) Agreement with FDOT for the
State Road 46 Gateway Sidewalks from Town Center Boulevard to Airport
Boulevard (FPN No. 417484-1-38-01).

BX334PG1621

SINGLE AUDIT LANGUAGE UPDATE

6.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to Seminole County may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Seminole County regarding such audit. Seminole County further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

Recipients of Federal funds (i.e., State, local government or nonprofit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 of this attachment indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to audit responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding Federal agency.

Part II: State Funded

Recipients of State funds (i.e., a non-State entity as defined by Section 215.97(2)(f), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Department of Financial Services and the CFO, and Chapters 10.560 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 of this attachment indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department, other State agencies, and other non-State entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-State entity for Federal program matching requirements.

334 PG 1622

SINGLE AUDIT LANGUAGE UPDATE, continued

defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the State agency awarding it.

Part III: Other Audit Requirements

The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of State financial assistance or limit the authority of any other State official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, Florida 32720
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, Indiana 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by Part I of this attachment and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, Florida 32720

PK 334 PG 1623

SINGLE AUDIT LANGUAGE UPDATE, continued

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, Florida 32720

3. Copies of financial reporting packages required by Part II of this attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Part III of this attachment shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, Florida 32720

5. Any reports, management letter or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, CFO or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

334P61624

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency: Federal Highway Administration Surface Transportation Program - Enhancement (SE)
Catalog of Federal Domestic Assistance: 20.205 Highway Planning and Construction
Amount: \$200,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The recipient of Local Agency Program funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Chapters 23 and 49, Code of Federal Regulations.

334 PG 1625

Item #129

RESOLUTION NO. 2006 - R - 99

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, ON THE 25th DAY OF April, A.D., 2006.

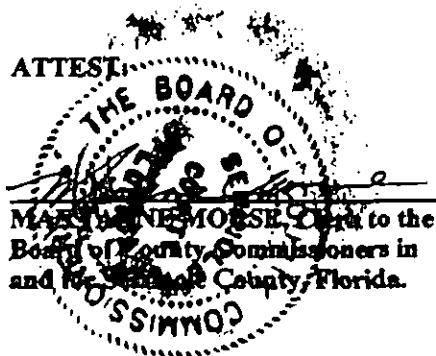
WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the Seminole-Wekiva Trail Underpass Design and Construction, the Cross Seminole Trail North Construction and the State Road 46 Gateway Sidewalks Design; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Supplemental Local Agency Program Agreement for the following projects: Seminole-Wekiva Trail Underpass FPN 242031-2-A8-(38)-01 & FPN 242031-2-A8-(58)-01, Cross Seminole Trail North FPN 413748-1-A8(58)-01 and State Road 46 Gateway Sidewalks FPN 417484-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Supplemental Local Agency Program Agreement for the following projects: Seminole-Wekiva Trail Underpass FPN 242031-2-A8-(38)-01 & FPN 242031-2-A8-(58)-01, Cross Seminole Trail North FPN 413748-1-A8(58)-01 and State Road 46 Gateway Sidewalks FPN 417484-1-38-01.

ADOPTED THIS 25th DAY OF April A. D., 2006.

ATTEST



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

Carlton D. Henley

Carlton D. Henley, Chairman

BK334PG1607

State of Florida Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>417484-1-38-01</u>	Fund: <u>SE</u>	FLAIR Approp: <u>088849</u>
Federal No: <u>3141-028-P</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>790089</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>77</u>	Contract No: <u>AO 857</u>	Vendor No: <u>F596-000-856-065</u>
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 6th day of December, 2005 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of sidewalks along SR 46 and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) "A" and "B" are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence and complete the project as described in Exhibit "A" with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2006. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ 200,000.00. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes Federal-aid funds that are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency in writing when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, Federal participation may be approved in the amount determined to be adequately supported; the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for Federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding Federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133**.

If a recipient expends less than \$300,000 in Federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$300,000 in Federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-Federal funds.

Reporting packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding Department office by the recipient within 30 days of receiving it. The aforementioned items are to be received by the appropriate Department office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East Tenth Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a Federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B, and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes, and Chapter 3 - "Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If after project completion any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application or any supplement thereto or amendment thereof or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project that the FHWA or the Department acting in lieu of the FHWA, may designate as ineligible for Federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period will not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement or (b) suspending the Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of the Agreement.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If the Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of Federal financial participation in the project shall not constitute a waiver of any claim that the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable Federal and State regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that DBE's as defined in applicable Federal and State regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable Federal and State regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to All Federal-aid Contracts - 49 CFR 29):

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by submitting this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) that is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements in this certification, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during his tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

12.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law, provided that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable Federal and State requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State system constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency (will) (~~will not~~) maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name: _____
Title: _____

Attest: _____
Title: _____

As to form:

Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Rise K. Wall
Name: Rise K. Wall
Title: Director of Transportation Support, District 5

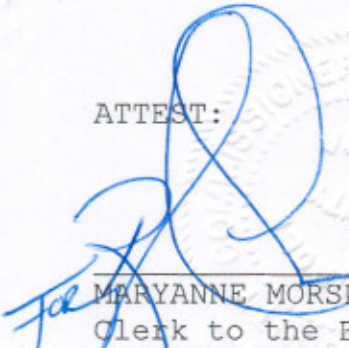
Attest: Kerry Marchese
Title: Administrative Assistant

As to form:

T. J. Fairbairn
District Attorney


See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:



MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency



County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



By: CARLTON HENLEY, Chairman

Date: 8/11/05

As authorized for execution by
the Board of County
Commissioners at their regular
meeting of 8-9-05, 2005.

FPN: 417484-1-38-01

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

Dated 12/6/05

PROJECT LOCATION:

City of Sanford, Seminole County

The project is not on the National Highway System.

The project is on the State Highway System.

PROJECT DESCRIPTION:

Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on south side of SR 46 from Towne Center Boulevard to Airport Boulevard. The project length is 2.198 miles.

SPECIAL CONSIDERATION BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the FPN, the Federal identification number, where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and Progress Reports shall be submitted on a monthly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

SPECIAL CONSIDERATION BY DEPARTMENT:

N/A

AGENCY NAME & BILLING ADDRESS SEMINOLE COUNTY 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EXHIBIT "B" SCHEDULE OF FUNDING LOCAL AGENCY PROGRAM AGREEMENT	FPN 417484-1-38-01
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PROJECT DESCRIPTION

Name SR 46 Gateway Sidewalks Length 2.198 miles
 Termini from Towne Center Boulevard to Airport Boulevard

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E. 2003-2004 2004-2005 2005-2006 Total PE Cost	_____ _____ \$ 200,000.00 \$ 200,000.00	_____ _____ _____ _____	_____ _____ \$ 200,000.00 \$ 200,000.00
Right-of-Way 2004-2005 2005-2006 2006-2007 Total Right-of-Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction 2004-2005 2005-2006 2006-2007 2007-2008 Total Contract Costs	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Construction Engineering and Inspection 2004-2005 2005-2006 2006-2007 Total Construction Engineering Total Construction Cost	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
TOTAL COST OF THE PROJECT	\$ 200,000.00		\$ 200,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #A0857 Contract Type: AH Method of Procurement: G
Vendor Name: SEMINOLE CNTY PUBLIC WORKS/
Vendor ID: VF596000856065
Beginning date of this Agmt: 11/30/05
Ending date of this Agmt: 06/30/06

Description: Design of sidewalks along SR 46

ORG-CODE (FISCAL YEAR) AMENDMENT ID	*EO	*OBJECT *BUDGET ENTITY *SEQ.	*AMOUNT	*FIN PROJECT *CATEGORY/CAT YEAR *ENC LINE(6S)/STATUS	*FCT	*CFDA
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Action: ORIGINAL Funds have been: APPROVED

55 053010541	*PD	*790089	*	200000.00	*41748413801	*215
*20.205						
2006		*55100100			*088849/06	
0001		*00	*		*0001/04	

TOTAL AMOUNT: *\$ 200,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/17/2005